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RECORDATION NO. 12594-A FILED 1495  
JUL 7 1994 10 10 AM  
INTERSTATE COMMERCE COMMISSION  
OF COUNSEL  
URBAN A. LESTER

June 7, 1994

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Lease, dated as of May 31, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Lease Agreement, dated as of December 15, 1980, which was filed with the Commission under Recordation Number 12594.

The names and addresses of the parties to the enclosed document are:

Lessor: Texas Commerce Leasing Company  
712 Main Street  
Houston, Texas 77002

Lessee: Illinois Central Railroad Company  
455 N. Cityfront Plaza Drive  
Chicago, Illinois 60611

A description of the railroad equipment covered by the enclosed document is attached to the Termination of Lease as Schedule I.

*Counterparts - Alvord*

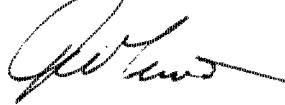
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OFFICE OF THE  
SECRETARY  
JUL 7 10 00 AM '94  
LICENSING BRANCH

Mr. Sidney L. Strickland, Jr.  
July 7, 1994  
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

TERMINATION OF LEASE

THIS TERMINATION OF LEASE is made as of May 31, 1994 by Texas Commerce Leasing Company, a Texas corporation ("Lessor").

12594-A  
FILED 1425

JUL 7 1994 - 10 10 AM

WITNESSETH:

INTERSTATE COMMERCE COMMISSION

WHEREAS, by that certain Lease Agreement dated as of December 15, 1980 and filed with the Interstate Commerce Commission on December 18, 1980 under recordation number 12594 (as amended, the "Lease"), Lessor did lease to Illinois Central Railroad Company, a Delaware corporation formerly known as Illinois Central Gulf Railroad ("Lessee"), certain railroad equipment described on Schedule 1 attached hereto; and

WHEREAS, the parties desire to terminate the Lease;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Lease in the files of the Interstate Commerce Commission, Lessor and Lessee hereby terminate the Lease.

Other than with respect to the continuing indemnities and agreements of Purchaser set forth in Section 13 and 14 of the First Lease and Section 13 and 14 of the Second Lease, each party hereby releases the other party of all liabilities and obligations under the Lease as of May 31, 1994, including without limitation all obligations to pay rent whether or not heretofore accruing.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Receipt by any party by telecopy of a copy of an executed counterpart shall be deemed to be receipt of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties have caused this Termination of Lease to be executed in their respective names, by their respective officers duly authorized, all as of the date hereinabove first written.

TEXAS COMMERCE LEASING COMPANY

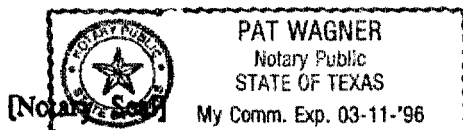
By: John H. Bilello  
Title: Vice President

STATE OF TEXAS )

COUNTY OF HARRIS )

ss:

On this 13th day of June, 1994, before me personally appeared John Bilello, to me personally known, who, being by me duly sworn, says that he is Vice President of Texas Commerce Leasing Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Pat Wagner  
Notary Public

My commission expires: \_\_\_\_\_

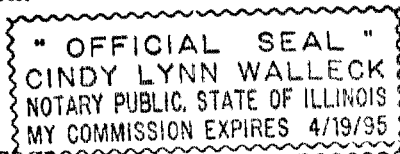
NO. 4089 P. 47/73

ILLINOIS CENTRAL RAILROAD COMPANY

By: *D. Koman*  
Title: *Treasurer*

STATE OF ILLINOIS       )  
                                  ) ss:  
COUNTY OF COOK       )

On the 13th day of June, 1994, before me personally appeared the within named Doug A. Koman, to me personally known, who, being by me duly sworn, says that (s)he is Treasurer of Illinois Central Railroad Company, that the foregoing instrument was signed on behalf of the said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the said corporation.



*Cindy Lynn Walleck*  
Notary Public

[Notary Seal]

My Commission expires 4/19/95





